Item	#	14	

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage – (4)
DEPARTMENT: Planning & Development DIVISION: Community Resources
AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384
AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384
Agenda Date 09/09/2003 Regular ☐ Consent ⊠ Work Session ☐ Briefing ☐
Public Hearing – 1:30 Public Hearing – 7:00
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute four Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On April 25, 1995 Seminole County assisted Gerald T. Martin, Jr. and Julie E. Martin with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Gerald T. Martin, Jr. and Julie E. Martin resided in the house for a twenty or thirty year period. However, Gerald T. Martin, Jr. and Julie E. Martin breached the mortgage agreement by applying to refinance their home prior to this twenty or thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Gerald T. Martin, Jr. and Julie E. Martin did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Gerald T. Martin, Jr. and Julie E. Martin. (see attached)

On July 29, 1994 Seminole County assisted Lucious L. Brown, Sr. and Sonya M. Brown with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Lucious L. Brown, Sr. and

Sonya M. Brown resided in the house for a twenty or thirty year period. However, Lucious L. Brown, Sr. and Sonya M. Brown breached the mortgage agreement by applying to refinance their home prior to this twenty or thirty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Lucious L. Brown, Sr. and

Reviewed by: Sthree Co Atty: ______ Other: _____ Other: ____ OCM: _____ CM: _____ File No. -cpdc01

Sonya M. Brown did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Lucious L. Brown, Sr. and Sonya M. Brown, (see attached)

On December 3, 1997 Seminole County assisted Stacy Morningstar with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Stacy Morningstar resided in the house for a ten year period. However, Stacy Morningstar breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Stacy Morningstar did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Stacy Morningstar. (see attached)

On January 24, 2000 the Greater Seminole County Chamber of Commerce assisted Eileen M. White with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced.

At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached). Staff is now requesting the Board to approve and execute the attached Satisfactions of Second Mortgage on the unit to remove the now-satisfied lien.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>25th</u> day of <u>April, 1995</u> from <u>Gerald T. Martin, Jr.</u> and <u>Julie E. Martin, Mortgager to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>2907</u>, Page <u>1680</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and</u>

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this day of September, 2003. ATTEST: BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA MARYANNE MORSE Daryl G. McLain, Chairman Clerk to the Board of County Commissioners of Seminole County, Florida For the use and reliance As authorized for execution by the Of Seminole County only. Board of County Commissioners Approved as to form and at their legal sufficiency 2003, regular meeting.

County Attorney

Second Mortgage Deed

THIS SECOND MORTGAGE DEED, executed the 25th day of April 1995
A.D. by Gerald T. Mertin Jr and Julie E. Mertin hereinafter called the Mortgagor, to Seminole County (The County"), a political subdivision of the State of Florida, with permanent address at 1101 E First Street Senford Florida 32771 hereinafter called the Mortgagee:

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (9_3.500.00____), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOR

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgages, in see simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d) FLORIDA STATUTES

This instrument was prepared by:

Jeanette Andrews

225 S. Westmonte Dr

Altamonte Springs

Florida 32714

RETURN TO:

Royal American Title Inc

225 S. Westmonte Dr #1160

Altamonte Springs, FL 32714

CLERK OF CIRCUIT COURS

RECORDED & VERIFIE

D'Royal american

EXHIBIT "A"

LEGAL DESCRIPTION

3.7,4

Lot 28, Block B, LAKE BRANTLEY ISLES SECOND ADDITION, according to the Plat thereof as recorded in Plat Book 11, page 5, Public Records of Seminole County, Florida.

OFFICIAL RECORDS
BOOK PAGE
2907 1681

C0.27, 0.02(3), 00.20(3)

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every of then this Mortgage and the estate hereby created, shall crease, determine and be null,

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expanses, included lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Morigage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner-occupied and not be renter, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rate percentage for each year of occupancy (i.e., 5% per year for a twenty (20) year mortgage, or 3.3% per year for a thirty (30) year mortgage) as applicable.

OFFICIAL RECORDS

23

MORTGAGOR:

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgages.

IN WITNESS WHEREOF, the said Morigagor has hereunto signed and sealed these presents the day year first above written.

Print Name: JEANETTE ANDREWS	Print Name: GERALD T. MARTIN &
Print Name: DEANNA SHEAFFER	Print Name: JULIE E. MARTIN
	2505 Pleasant Dr Longwood, F1 32779
Print Name:	
Print Name:	
STATE OF FLORIDA COUNTY OF BEMINOLE	,
acknowledgments. personally app Julie E. Mertin who ex acknowledge before me that he/she/they to me or have produced drivers license	the day of April . 199 5 before me, an resaid and in the County aforesaid to take eared Gazald T. Nartin Ir and secuted the foregoing instrument and who executed the same and are personally known as identification and who did/did not
take an oath. WIINESS my hand and official seal	to the County and State-last aforesaid
	Name: H. Deanna Sheapper
	Notary Public Serial Number
	Commission Expires:



OFFICIAL SEAL
M. Deanns Sheaffer
My Commission Expires
July 20, 1996
Comm. No. CC 212714

Libinois econor

Signed, sealed and delivered in the presence of:

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EXCUBIT '8"

SECOND MORIGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) premises to pay Seminole County (The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of three thousand five Kundrid 3,500.00 ...). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E First Street Sanford ... Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Morigage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Morigage. Repayment of this Note shall take place in the following manner:

2907 168

- A. If a default of the first mortgage occurs, the Second Mortgage Note shall See due and payable in full.
- B. This debt chall be permanently forgiven twenty (20) or thirty (20) years (as applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (20) years (as applicable).

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT 'A' ATTACHED HEREITO AND MADE A PART HEREO?

DEFAULT

agge .

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

::

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF INTANGIELE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d) FLORIDA STATUTES

This instrument was
prepared by:
 Jeanette Andrews
 225 8. Westmonte Dr
Altamonte Springs
Florida 32724

Estable Country

Casa inventorial

EXMINIT "A"

LEGAL DESCRIPTION

É.A.

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Lot 28, Block B, LAKE BRANTLEY ISLES SECOND ADDITION, according to the Plat thereof as recorded in Plat Book 11, Page 5, Public Records of Seminole County,. Florida.

2907 1685 SEMINOLE CO. FL.

e de la proposición de la proposición

- The sale of the subject home and real property, within twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within twenty (20) or thirty (30) years of the date of execution of this Note and Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEPAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly foreiveness deduction.

MISCELLANGOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed ir the singular or phural as the context may require or admit.

In the event of foreclosure. County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto eigned and scaled these presents the day year first above written.

BOOK PAC

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2	Downpayment Assistance Program		
	` '.		
į	Signed, sealed and delivered MORTGAGOR:		
į.	in the presence of:		
	Frint Name: GERALD T. MARTIN JR		
	Manual Telephone		
}	Quelie E. Martin	29	w O
	Print Name: DEAMNA SHEAFEER Print Name: JULIE E. HARTIN	907	23
٠.	Print Name: DEANNA SHEATEER Print Name: Julie E. HARTIN		SOTE NE
ı			, 20
	Print Name:	<u></u>	RECOR
é	Print Name:	ထ	AS
		Sec.	
	STATE OF FLORIDA COUNTY OF SEMINOLE		
	HEREBY CERTIFY that on this 25th day of April 1995 before me, an		
	efficer duly authorized in the State aforesaid and in the County aforesaid to take	é	ē.
	acknowledgments, personally appeared Gereld T. Martin Jr and Who		
	allower and are personally known		
	is me or have produced drivers license as identification and who did/did not take an oath.		
	Alexandra basi Santa and allocated and language of the Paris and Santa basis and alexandra		

WIINESS my band and official seal in the County and State last afor
Name: M. DEANNA SHEAFFER
Notary Public
Serial Number

Commission Expires:



OFFICIAL SLAL M. DeAnns Sheaffer My Commission Expires July 20, 1996 Comm. No. CC 213714

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision. Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>29th</u> day of <u>July</u>, <u>1994</u> from <u>Lucious L. Brown</u>, <u>Sr.</u> and <u>Sonya M. Brown</u>, Mortgagor to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> which mortgage is recorded in Official Records Book <u>2805</u>, Page <u>0929</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Dollars and no 00/100 (\$3,000.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, th	e Mortgagee has executed these presents this
day of September , 2003.	
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of	By: Daryl G. McLain, Chairman
County Commissioners of Seminole County, Florida	Date:
For the use and reliance Of Seminole County only. Approved as to form and legal sufficiency	As authorized for execution by the Board of County Commissioners at their, 2003, regular meeting.
County Attorney	

JUN-27-94 MON 18:52 SUDA

Downpayment Assistance Program

Second Mostgage Deed

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THIS SECOND MORTGAGE DEED, executed the 29 day of JULY 1994.
A.D. by LUCTOFS L. SHOWS. SR., A SECONDER NAME JOINED BY MISS. hereinafter called the Mortgagor, to Seminole County [The County], a political subdivision of the State of Florida, with permanent address at 143 EEUI CE.

SINTORD Florida 32773 hereinafter called the Mortgagee:

***HIFE, SONTA H. BEOWE

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$\frac{3}{1},000,00\), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgages all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

\[\text{LECAL DESCRIPTION BELOW} \]

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TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple: that the Mortgagor has good right and lawful authority to convey said land as aforesaid: that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.5[3(1) AND 199.185(1)(d) FLORIDA STATUTES This instrument was prepared by:
DANLENG R. CORRIVEAU
CHICAGO TITLE
260 CEURN OAK CERTER DR.
LONG-COC. FL 32750
FILE NO.: LW 62144 SA

LEGAL DESCRIPTION:

LOT 110, MONROE MEADOWS, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 46, PAGES 16 AND 17, PUBLIC RECORDS OF SEMINDLE COUNTY, FLORIDA.

SIMINOIDE COUNTY

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RECORDED & VERIFIE

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TUH-27-P4 MON 18:52 EUD

Downpayment Assistance Program

ANY DEFAULT in any mortgage note, or lien of record including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien forcelosure legal proceeding shall be one basis authorizing the Mortgage. Its declare a default.

PROVIDED ALWAYS, that is said Mongagor shall pay unto said Mortgages the certain Second Mortgage Note hereinafter substantially copied or identified. to-wie

SEE EXHIBIT IS ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and solde by each and every of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage. I then this Mortgage and the estate hereby created, shall crease, determine and be milliple and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any times to pay all costs, charges, and expenses, included lawyer's feet and title searches, reasonably incurred or paid by the Mortgagee because of the faiture of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgage may pay the same, without waiving or affecting the option to forecloss or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options berein provided shall not constitute a valver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit 'B', no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented or subleased. Should the property remain owner-occupied and not be renter, leased or subleased for the life of the mortgage of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable less a pro-rate percentage for each year of occupancy (i.e., 5% per year for a twenty (20) year mortgage, or 3.3% per year for a thirty (30) year mortgage, as applicable.

SAUTHOUS COUNTY

CDNO HOUSETO PROCESS

Description: Seminole, FL Document-Book. Page 2805.929 Page: 2 of 6 Order: uuuuuuuuuuuuuu Comment:

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			Downtsyment A	lesistance	Program
			TOAMPAMEET V	79 349 FB77 4 A	a a da Grandam

This biorigage shall be subordinate to a First Morigage on this property, subject, to the notification and approval of Morigages.

IN WITNESS WHEREOF, the said Mortgagor has becounts signed and scaled these presents the day year first above written.

MORTGAGOR: Signed. scaled and delivered in the possence of PHIN WE SEMNOLE CO. TL Print Name

STATE OF FLORIDA COUNTY OF SEMINOLE

Print Name:

1994 I HERPHY CERTIFY that on this 29 day of July 1993, before me. \$1 officer duly authorized in the State sloresaid and in the County aforesaid to take acknowledgments, personally appeared Lincoln L. Brown, 62 x 1992 & SENAM. ROWER who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and accommodate the same and accommodated instruction and who and did not take an oath.

WINESS my hand and official scaling to County and Shate last aforesaid.

SANDEA E. ATWOOD Notary Public Serbal Number

Commission Expires:



SENDOLE COURT P

CORO MOUSING PROCES

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13:54 AUDA 11. 111

Downpayment Assistance Program

Special Street, Services

SECOND MORTGAGE NOTE

AMOUNT: \$3.000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County [The County], a political subdivision of the Siste of Florida, or order, the manner hereinafter specified, the sum of their Housand Politags. (\$ 3.000 no...). The said principal shall be payable in lawful money of the United States of America to the County at 101 E. Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA linancing), beginning on the date of execution of this Note and accompanying Mortgage. Recoverent of this Note shall take place in of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner.

- If a default of the first mortgage occurs, the Second Mortgage Note shall be due and payable in full ..
- This debt shall be permanently forgiven twenty (20) or thirty (30) years [43 applicable) after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) or thirty (30) years (25) applicable).

This Note incorporates, and is incorporated into, the Mortgage Dead of even date on the following described property.

THE FIRST PAGE OF THE SECURD HORTCAL DEED

DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420,513(1) AND 199,185(1)(d) FLORIDA STATUTES

esw inamurdani eldī prepared by: DAVILEME E. CORRIVEAU CHICAGO TITLE ZAO CROSIN OAK CENTRE DR. LONGWOOD, FL 32750 PILE NO.: LW 62144 5A

005 SEMMONE CO. FL. THEN PERMIS $\overline{}$ ø تت

BLAROUS COUNTY

CORO MOUSINO MOSSILA

Description: Seminole, FL Document-Book. Page 2805.929 Page: 4 of 6 Order: uuuuuuuuuuuuuuuuuuuuu Comment:

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10:55 auno

Downpayment Assistance Program

- The sale of the subject hame and real property, within twenty (20) or thirty (30) years (2s applieable) of execution of this Note, by maker or maker's successors.
- Leasing or renting of the property within twenty [20] or thirty (30) years of the date of execution of this Note and Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- \$ Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEPAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Morigage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default minus the yearly lorgiveness deduction.

MISCELLANEOUS PROVISIONS

This Morigage Note shall be subordinate to a First Morigage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Morigage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or in protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payer" should be construed in the singular or plural as the context may require or admit

In the event of foreclosure. County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and scaled these presents the day year first above written.

SAMINGLE COUNTY

COSO /EGUSTYO PROZALLY

p^(Sept) -

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-27-94 MOH 10:55	SUDA	P.07
S.A. Access Description of the Control of the Contr	Downpayment Assistance Program	<u>a</u>
Signed, scaled and delivered, in the programme of: Print Name: DARLEAGE, Che Print Name: DARLEAGE, Che	1 5 4	er Production Texts Text
Print Name:		
officer duly authorized in the sacknowledgments. persons science acknowledge before me that he/selected acknowledge acknowledg	on this 29 day of JULY 1996 State aforesaid and in the County aforesaid to tal lify appeared LUCTORS L. BROWN. SR. who executed the foregoing instrument and wi she/they executed the same and are present the same and are p	ce ra ao ot
	SEETHOLE CO. EL.	2005 0 9 3 6
SEMINOLE COUNTY	ÉDEO MOUSING PLOOL	Œ.

SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County, a political subdivision,</u> Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>3rd</u> day of <u>December</u>, <u>1997</u> from <u>Stacy Morningstar</u>, Mortgager to <u>Seminole County</u>, a <u>political subdivision</u>, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3338</u>, Page <u>1919</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____
day of <u>September</u>, 2003.

ATTEST: BOARD OF COUNTY COMMISSIONERS

L:\pd\teams\CD\PROJECTS\Satisfactions\2003-2004\morningstarSOM.doc

County Attorney

Second Mortgage Deed

Second Mortgage Deed

SECOND MORTGAGE DEED is beneby made and entered into the day of FROMER 199 2 by and between Stacy Morningstar, and services are services and services are services and services and services and services are services are services and services are services and services are services and services are services and services ar "Mortgagor" and Seminole County, a political single person, hereinafter referred to the subdivision of the State of Florida, whose address is 1101 East First Street, Sanford. Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mongagor is now seized and in possession situated in Seminole County. Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d). TO SECTIONS FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING NETURN TO: S.H.L.P. HOMEBUYER ASSISTANCE PROGRAM - ATIN: SHARON SELF 4590 S. HWY 17-92 CASSELBERRY, FL 32707

1 of 5

7/29/97 nutcottg.doc

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RECORDED & VERIFIED

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first telusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Morigagor shall pay unto said Morigagee the cenain Second Morigage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Morigage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Montgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

2 of 5

7/29/97 Researce due

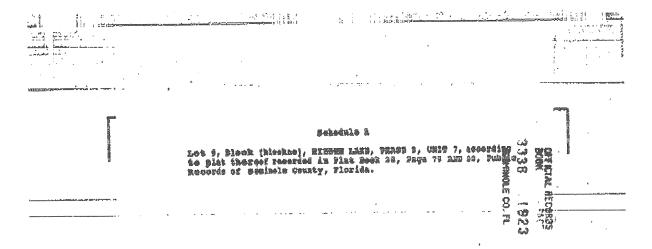
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(10) years then this Second Mortgage public records of Seminols County, violated, a default shall be declared, and payable. THE FULL AMOUN ON SALE, LEASE, IF THE SALE IN LESS THAN TEN (10) YEAR! Thousand Five Hundred dollars an available forgiveness as provided in in effect at the time of default.	ied and not be rented, leased or subleased for ten a that he forgiven in full and a release flied in the Florida. Should this aforementioned provision to and the entire amount shall be immediately due T OF THE SECOND MORTGAGE SHALL HE LEASE, TRANSFER OR REFINANCING OCC. Mortgager shall repay the loan amount of all 00/100(2),500.00) to Mortgages in full, less an the recepture provisions of the Recerci regulations	3338 1921 CURRENT CO. FL
this land, subject to the notification a	said Mortgagor has here unto signed and seak	
Print Name:	Print Name:	
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Print Name:	Print Name:	(COLORED)
Print Name: Print Name:	Print Name: Print Name:	
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***	INTERPORT OF A MINE CONTRACTOR OF THE STATE		
A C			E STATE
COLORGIA SERVICIONAL SERVICION	STATE OF FLORIDA COUNTY OF SEMINOLE		for to communicate
	i HERENY CERTIFY that on this day of	PP-derendandenemen	
And the state of t	and, who executed the foregoing instrument an acknowledge before me that he/she/they executed the same and are personally known to me or have producedas identification and a did not take an oath.	who D/	
	WITNESS my hand and official scal in the County and State last aforesaid.	8 - 9	- A
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		C. C. Constitution of the	



Pile No: LW-9934-CB

exhibit "D" SECOND MORTGAGE NOTE

AMOUNT:

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one). promises to pay Seminole County ("The County"), a political subdivision of the San of 7 Three Thousand Five Plorida, or order, the manner hereinafter specified, the sum of Hundred dollars & No/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East Pirst Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Pederal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

Lof3

7/15/57 notessig doc THIS MORTGAGE IS GIVEN TO SEMINOLS COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(1), FLORIDA STATUTES

This instrument was prepared by:
ATTER RECTIONAL BETTIEN TO:
SHIP, HOWENIYER ASSETTANCE
PROGRAM.ATTN: SHARON SHIP
TANS. UR HWY I
CASSELRED V. M. 1997

37/38 1925 SEMINOLE CO. FL

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- Failure to maintain adequate hazard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

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Description: Seminole,FL Document-Book.Page 3338.1919 Page: 7 of 11 Order: 20215992 Comment:

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	Each person liable hereon whether maker of protest, notice of protest and notice of dishort reasonable attorney's fees, whether suit be brook default hereunder, or under said Mortgage. Note or to protect the security of said Mortgage. Whenever used herein the term "holder", "manufagular or plural as the context may require or	for and agrees to pay all costs, including sught or not, if, after maturity of this Not counsel shall be employed to collect this te. ker" or "payee" should be construed in the construency	မ ယ ယ ယ ထူး⊡
organi y o	In the event of foreclosure, County reserves the		
		agor has hereunto signed and scaled these	1926
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	Print Name:	Should Horner Many Me	7
	Print Name:	Print Name:	
	Print Name:	Print Name:	n national desiration of the state of the st
	STATE OF FLORIDA COUNTY OF SEMINOLE	~ » h	AA
	I HEREBY CERTIFY that on this before me, an officer duly authorized in the to take acknowledgments, personally appeared	State aforesaid and in the Lounty aforesaid	2-5530-55-5030-500
. 6	acknowledge before me that be/she/they exe	axied the same and are personally known as identification and	•
	WITNESS my hand and official seal in the	Chno Mil byes	VIIIIANNANNA AMIINKANNANNANNANNANNANNANNANNANNANNANNANNAN
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SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PROGRAM ABBISTANCE AGREEMENT

Applicant(s);

Stacy Morningstar

Property Address:

179 Lakeside Circle

Sanford, FL 32773

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME investment Partnership Acts (42 U.S.C. 12701 et seq.), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as <u>Greater Seminole County Chamber of Commerce</u> and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the substact unit (by, including but not limited to, sele, transfer, bankruptcy or foreclosure); (2) the borrower no longor occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an emount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

- (a) The HOMEBUYER(s) have certified that the property shall be his/her/lineir principal residence and that, at the time of application and approval, his/her/lineir annual income does not exceed eighty percent (60%) of the median income for the erea, as determined by HUD, with adjustments for family size.
- (b) The property is located within the geographical areas of Seminols County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHP funds) of the median sales price of the area. The COUNTY through, <u>Greater Seminols County Chamber of Commerce</u>, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

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8	MÓW	SING AND QUALITY STANDARDS		•	
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7. OTHER PROGRAM REQUIREMENTS					
	The Velicité Volant	e et 24 CFR Part 92 Subpart H. The	hcable Federal L regulations are p	eus and regulations as described in HUD rovided below. Applicable regulations are	
	a)	Equal opportunity and fair housing	Applicable	Cliyet Applicable (one unit)	22
	bj	Environmental review	C) Applicable	Great Applicable 및 설	33
	6)	Chaptesament, rejocation and esquisit	ten	3	2
		Not Applicable (activity funded essistance on a newly constructed cocurred pursuant to Federal rules).	is downpsyment unit; therefore no	closing cost or interest rate buildown displacement, relocation and acquisition	- Recon
		curchese of an existing unit. Apple	soriale notices hi	r interest rate buy-down assistance. The see been issued. Certification has been upied by a tenant and that the owner has	70
	d)	Lead paint			
		Applicable (Home built prior to 19 evaluated for lead-based paint exists	978. Lead-based nce.)	pant notice has been provided and unit	
		Not Applicable (Unit built during or	after 1978.)		
	e)	Conflict of Interest - no conflict found			
	f)	Disberment and suspension - not ap;	eldank		
	Q)	Flood insurance			
	h)	Executive Order 12372 - not applicab	16		
٤.	AF	FIRMATIVE MARKETING			
	No	applicable due to the nature of the sof	IVAY (HOMEBUY	ER plogram)	
ě	CO	NDITIONS FOR RELIGIOUS ORGAN	IZATION		
	No	applicable que to the nature of the act	mity (HOMEBUY)	er program)	
s.	RE	QUESTS FOR DISBURSEMENT OF F	FUNDS		
to the	towe	rs monthly housing costs (Principal,	Interest. Taxes	ed to subsidize a private idea to lower the and Insurance (PITI)) and to pay closing a HOME funds shall be dispursed by the	
	_		Arte	and UAMBRIVER course that have been	

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work deformed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the-unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regorations.

Ownership assistance funcs shall not be discursed prior to completion of work and acceptance of the same by the COUNTY

REVERSION OF ASSETS

Not applicable as the normedwher is not a subrecipient

2 RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain occumentation, as applicable in apportunite with 14 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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3. ENFORCEMENT THE AGREEMENT	NOTE AND DECORAGE BY A TROUBLESS OF THE STOCKING.
Failure by the HOMEBUYER to comply with the terms considered a defeut and appropriate legal action take	of this Agreement and the loan documents shall be
4. DURATION OF THE AGREEMENT	
This Agreement shall be in effect until the first transfers or disposes of the assisted unit (by, includ foreclosure); (2) the borrow no longer occupies the unit or if a married couple, the survivor dies, or for a park (30) years, as applicable.	has his principal residence; or (3) the borrower dies,
5, OTHER PROVISIONS	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
Neither party hereto shall discriminate against a zex, creed, color or national origin in the performance	ny person or group of persons on account is raise, of this Agreement.
Nothing contained in this Agreement, or any a deamed or construed by any of the parties hereto, or the beneficiary, principal or agent, firmled or general relationship involving the COUNTY.	
	SEMINOLE COUNTY, FLORIDA
WITNESS:	- Cara-
Mary Manharis	Gary E. Raiser, County Manager
	Date.
WITNESSES	HOMEBUYER Y Start Horning Stor
Robertodoron	
108Minganing	Date: 9.24.97
	А
NOTARY AS TO HOMEBUYER(S): STATE OF POCIR ()	
COUNTY OF COURTED !	
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Pont Name Roborth Dudon	
Notary Public in and for the County and State Aforemen	moned
We commission expires Turan 16/2000	
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SATISFACTION OF SECOND MORTGAGE

This document is signed by <u>Seminole County</u>, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the <u>24th</u> day of <u>January</u>, <u>2000</u> from <u>Eileen M. White</u>, Mortgagor to <u>Seminole County</u>, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> which mortgage is recorded in Official Records Book <u>3791</u>, Page <u>1237</u>, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of <u>Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)</u> secured to Mortgagor the aforementioned sum as <u>(downpayment assistance/rehabilitation assistance/emergency repair assistance)</u> through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this _____ day of September, 2003. BOARD OF COUNTY COMMISSIONERS ATTEST: SEMINOLE COUNTY, FLORIDA Daryl G. McLain, Chairman MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida Date: As authorized for execution by the For the use and reliance **Board of County Commissioners** Of Seminole County only. at their Approved as to form and 2003, regular meeting. legal sufficiency

County Attorney

Moreland and Mendez, P.A., Trust Account

202 Lookout Place Maitland, FL 32751 407-539-2121



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Suntrust Bank 200 S Orange Ave Orlando, FL 32801-3410 407-237-4141

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Date

7/29/2003

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Pay to the

Order of

Memo

Seminole Co. Comm. Dev. Office (SHIP)

\$

**3,500.00

Seminole Co. Comm. Dev. Office

SHIP Payoff

Attn: Annie W. Knight

1101 East 1st Street, Suite 3301

Sanford, FL 32771

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Moreland and Mendez, P.A., Trust Account

Seminole Co. Comm. Dev. Office (SHIP)

PAYABLE FROM TRUST ACCT.

7/29/2003

3,500.00

1240

SHIP Payoff
Eileen White SS# 349-48-7246
Prop Address:
180 Lombardy Rd.
Winter Springs, FL 32708

07-31-03 A10:23 IN

Eileen White

3,500.00

Seminole County Homeownership

Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 24 day of TANHARY 2000 by and between Eileen M. White, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgager" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

INTNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgager hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtunances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagoe as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is to tee the lawful claims of all persons whomsoever; and that said land is to the lawful claims of all persons whomsoever; and that said land is to the lawful claims of all persons whomsoever; and that said land is to the lawful claims of all persons whomsoever; and that said land is to the lawful claims of all persons whomsoever; and that said land is to the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said land is the lawful claims of all persons whomsoever; and that said lawful claims of all persons whomsoever.

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSCHAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SI:(CTIONS 420.513(1) AND 199.165(1)(d), FLORILIA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SHIP, HOWEOWNERSHIP
ASSISTANCE PROGRAM—
ATTN: CHERU WIGHT
230 N. WESTMONTE DR., STES1974
ALTAMONIE SPGS, FL 32714

1 of 5

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ANY DEFAULT in any mertgage note, or tien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgages to declare a default. In the event of foreclosure, the Mortgages reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-writ:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FLIRTHER, if the First Mortgage holder acquires title to the Property pursuant to added in lieu of foreclosure, the lien of this Second Mortgage shall automatically termin ate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, comm t or suffer no waste, impairment or deterioration of said land or the improvement therech at any time; to pay all costs, charges, and expenses, including attorney's fees and till a searches, resecutely incurred or paid by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Morigage, or either. In the event the Mortg agor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date there of at the highest lawful rate then allowed by the laws of State of Florida.

If nach and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a walver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

2 of 5

Francis Mendez

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and parable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100(\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgager's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title, to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage -> shall receive title to the Property free and clear from such restrictions. Further, if the First Nortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Lind. If any provision of this Second Mortgage Deed shall conflict with any provisi in of the First Note or First Mortgage, the provision as set forth in eaid First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these cresents the day and year first above written.

Print Name:	Print Name: Eileen M. White
Print Name:	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

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STATE	OF	FLOR	DA	
catar	~	ESEL	INAI	(800 (800)

Francis Mendez

I HEREBY CERTIFY that on this 24 dey of January before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take admondedgments, personally appeared BILERH M. WHITE who executed the foregoing Instrument and who acknowledge before me that he/she/they executed the same and are personally known es identification and who did/ to me (x have produced ___DRIVERS_LICENSE_ did not take an cath.

WI NESS my hand and official seal in the County and State last aforesaid.

Notary Public Serial Number

Commission Expires:

My Commission CC700615 Entre Caretas 7, 201

SEMNOLE CO. FL

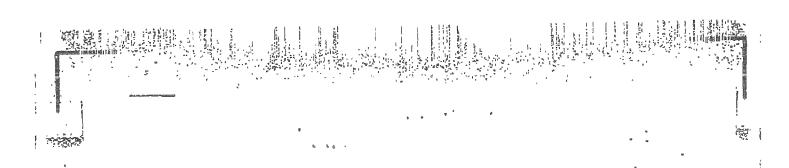


EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1, Block 6, NORTH DELANDO, SECOND ADDITION, as per plat thereof, recorded in Plat Book 12, Pages 55 through 57, Public Relords of Semipole County, Plorids

> 3DOK PAGE 1791 124

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Seminole County Homeownership Assistance Program

EXHIBIT "8" SECOND MORTGAGE NOTE

AMOUNT:	\$3,500.00	0

promises to pay Seminole County ('The County'), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Florida, or order, the manner hereinafter specified, the sum of Three Thousand Florida Dollars & 00/100 (\$3,500,00). The said principal shall be payable in lawford money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and companying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This I lote incorporates, and is incorporated into, the Second Mortgage Deed of even date (n the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

OFFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.H.LP. MONEOWMERNAUP <u> Assistance Program -</u> ATTN: CHERLWIGHT 230 N. WESTMONTE DR., STEP1974 ALTAMONTE SPGS, FL 32714

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.

 3. The destruction or abandonment of the home on the subject property by maker
- or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements,
- 5. Fallure to maintain adequate hazard insurance on subject property and w improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mongage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Montgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mongage, the provision as set forth in said First Note or First Mongage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in fever of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

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Each person liable hereon whether maker or enforcer, hereby waives persentment, protes; notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or definith hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

When ever used herein the term 'holder', 'maker' or 'payee' should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusa; on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print lame:	Print Name: Elleen M. White					
Print lams:	Print Name:	THE TOP				
Print Hame:	Print Name:					
Print Varne:	Print Name:	1004a				
STATE OF FLORIDA COULTY OF SEMINOLE I REREBY CERTIFY that on this 24 day of January 2000 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared 211een M. White and who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced between License as identification and who did/did not take an oath. WITNESS my hand and official seal in the County and State last aforesaid. Notary Public Serial Number Commission Expires:						



EXHIBIT 'A"

LEGAL DESCRIPTION

Lot 1, Block 6, MORTH OHLANDO, SECOND ADDITION, as per plat thereof, recorded in Plat Book 12, Pages 55 through 57, Public Records of Seminole County, Plorida

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